## WARRANTY OF TITLE AND INDEMNIFICATION AGREEMENT

BEFORE ME, the undersigned authority personally appeared Melisa Obetz and Seth Obetz ("Affiants"), Individually, and by Melisa Obetz as President of G-FORCE SPORTFISHING, INC., a Delaware Limited Liability Company ("Seller"), whose address is 917 White Oak Road, Manheim, PA 17545, United States of America, who being duly sworn, on oath, deposes and says that:

1. Seller is the owner of the following described Vessel, to wit:

Vessel Name: "G-Force"

Official Number 1178391 (USCG) Hull I.D. No: CYE00002,J506

Manufacturer: CAISON YACHTS, INC. Model and Year: 64' Caison M/Y (2006)

**TOGETHER** with all gear, machinery, equipment, furnishing and all other articles, necessaries and appurtenances thereunto appertaining and belonging to the Vessel,

- 2. The Vessel is currently registered in the Unites States registry.
- 3. Affiants represent and warrant that Seller has, and will transfer to BNP VENTURES, LLC, a Maryland Limited Liability Company, whose address is 7722 Briarstone Court, Ellicott City, MD 21043, ("Buyer"), good, valid and marketable title to the Vessel and the Vessel is free and clear of all mortgages, liens, taxes, charges, encumbrances, judgements and claims during the ownership of Seller.
- 4. Affiants represent and warrant that Seller has, and will transfer Buyer, good, valid and marketable title to the personal property contained in the Vessel and such personal property is free and clear of all liens, taxes, charges, encumbrances judgements and claims of every nature whatsoever, during the ownership of Seller, except as specified herein.
- 5. No individual or entity is owed for any outstanding services, dockage, supplies, labors, repairs or materials rendered to, or for the benefit of, the Vessel, during the ownership of Seller, unless ordered by Buyer.

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M/V G-FORCE (USCG: 1178391)

- 6. There are no liens in custodial legis, liens for unpaid crew wages and maintenance and cure, liens for salvage and general average, liens for tort claims, foreclosure of First Preferred Ship's Mortgage under any applicable law, liens for contract claims under any applicable law, liens of maritime nature, mechanic's, materialmen's, laborer's, dockage or supplier's liens, on the Vessel, during the ownership of Seller.
- 7. Seller is in sole possession of the Vessel and there are no other parties with a claim of possession to the Vessel or the aforesaid personal property, including claims for future use or charter of the Vessel.
- 8. The Vessel is not the subject of any pending litigation and there are no unsatisfied judgements against it nor are there any personal injury claims now outstanding, or possible of assertion, against the Vessel, during the ownership of Seller.
- 9. This Warranty of Title and Indemnification Agreement is made for the purpose of inducing Buyer to purchase the Vessel.
- 10. Affiants agree that should funds be required to satisfy any existing mortgage or mortgages, and/or liens or judgements that have attached to the Vessel, or proceeds thereof, Affiants will immediately upon notification provide Buyer any and all funds necessary to obtain satisfactions; as long as the mortgages, liens or judgments occurred during the ownership of Seller.
- 11. Affiants represent and warrant that they are acting in their individual capacities.
- 12.Melisa Obetz represents and warrants that she is acting as President of G-Force Sportfishing, Inc.
- 13. Affiants agree to indemnify and hold harmless Buyer from any and all liability and attorneys' fees and costs resulting from a breach of the representations, warranties, and statements made in this Warranty of Title and Indemnification Agreement and from any and all claims of whatsoever nature asserted against the Buyer arising by reason of any actions or omissions of Seller occurring during Seller's ownership of the Vessel and any and all attorneys' fees and costs related thereto.

SELLER:

G-FORCE SPORTFISHING, INC.

By: Melisa Obetz, President

(SEAL)

State of PA

County of Lancusk §

\_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this <u>6</u> day of <u>Jaly</u>, two thousand and eighteen, before me, the subscriber, a Notary Public of the State and Country aforesaid, personally appeared, <u>Melisa Obetz</u>, as President of G-Force Sportfishing, Inc., to me known, (or satisfactorily proven), to be the individual who executed the foregoing instrument, and acknowledged to me that she executed the same, in the capacity herein stated and for the purposes herein contained and in my presence, signed and sealed the same.

WITNESS my hand and notarial seal.

Commonwealth of Pennsylvania - Notary Seal Melanie Weinhold, Notary Public Lancaster County My commission expires July 9, 2022 Commission number 1284582

Member, Pennsylvania Association of Notaries

Notary Public

My Commission Expires: 7/a/2027

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14. Affiants are familiar with the nature of an oath and with the penalties for falsely swearing to the statements made in an instrument of this nature, and Affiants further certify that they have read the full facts of this Warranty of Title and Indemnification Agreement and understand its context.

By: Melisa Obetz, Individually

By: Seth Obetz, Individually

State of PA S

County of Lancask S

, to wit: S

WITNESS my hand and notarial seal.

Commonwealth of Pennsylvania - Notary Seal Melanie Weinhold, Notary Public Lancaster County My commission expires July 9, 2022 Commission number 1284582

Member, Pennsylvania Association of Notaries

Notary Public

My Commission Expires:

7/9/2022

## **BUYER'S ACKNOWLEDGEMENT**

**BNP VENTURES, LLC** 

(SEAL)

By: Bill Keller, Managing Member

State of May

County of fune Hundel &

United States of America, to wit:

WITNESS my hand and notarial seal.

Notary Public

My Commission Expires: Nov.

Nov. 3 2019

TODD D. LOCHNER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES NOV. 3, 2019